

B27 (Official Form 27) (12/09)

UNITED STATES BANKRUPTCY COURT

Northern District of Georgia

In re Josephine Holland
Debtor

Case No. 13-60983 COLH
Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

- Creditor's Name: CAPITAL ONE, N.A. - BEST BUY CO., INC.
- Amount of the debt subject to this reaffirmation agreement:
\$ 1,152.93 on the date of bankruptcy \$ 1,152.93 to be paid under reaffirmation agreement
- Annual percentage rate of interest: 0 % prior to bankruptcy
0 % under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
- Repayment terms (if fixed rate): \$ 50.00 per month for 24 months
- Collateral, if any, securing the debt: Current market value: \$ 1152.93
Description: 50PLASMA TABLET LBTP
- Does the creditor assert that the debt is nondischargeable? Yes ☒ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries

Debtor's Income and Expenses as Stated on Reaffirmation Agreement

- | | | | |
|---|----------------|--|----------------|
| 7A. Total monthly income from Schedule I, line 16 | \$ <u>3757</u> | 7B. Monthly income from all sources after payroll deductions | \$ <u>3757</u> |
| 8A. Total monthly expenses from Schedule J, line 18 | \$ <u>3757</u> | 8B. Monthly expenses | \$ <u>3757</u> |
| 9A. Total monthly payments on reaffirmed debts not listed on Schedule J | \$ <u>0</u> | 9B. Total monthly payments on reaffirmed debts not included in monthly expenses | \$ <u>0</u> |
| | | 10B. Net monthly income
(Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the number in brackets.) | \$ <u>3</u> |

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11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt: _____

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

____ Yes ☒ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

____ Yes ☒ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Signature

Print/Type Name & Signer's Relation to Case

B240A (Form B240A) (04/10)

Check one.
☒ Presumption of Undue Hardship
☐ No Presumption of Undue Hardship
See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Northern District of Georgia

In re Josephine Holland
Debtor

Case No. 13-60983 COLH

Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: CAPITAL ONE, N.A. - BEST BUY CO., INC.

☐ Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Secured revolving account
For example, auto loan

B. **AMOUNT REAFFIRMED:** \$ 1152.93

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 6/16/13, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 0 %.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) ☒ Fixed rate ☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

B240A, Reaffirmation Documents

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D. Reaffirmation Agreement Repayment Terms (check and complete one):

☒ \$ 50.00 per month for 24 months starting on 10/20/13.

☐ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description: 50' PLASMA TABLET, LBTP
Current Market Value \$ 1152.93

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?
1152.93

☒ Yes. What was the purchase price for the collateral? \$

☐ No. What was the amount of the original loan? \$

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (including fees and costs)	\$ 1,152.93	\$ 1152.93
Annual Percentage Rate	%	0 %
Monthly Payment	\$	\$ 50.00

H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☐ Yes ☒ No

B. Is the creditor a credit union?

Check one. ☐ Yes ☒ No

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions (take-home pay plus any other income)

\$ 3797

b. Monthly expenses (including all reaffirmed debts except this one)

\$ 3744

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

\$ 50

d. Amount of monthly payment required for this reaffirmed debt

\$ 50.00

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

☒ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

☐ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

☐ You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

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I hereby certify that:

- SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):**

Date _____

Signature _____

Joseph H. Clark
Debtor

Date _____

Signature

Joint Debtor, if any

Creditor CAPITAL ONE, N.A. - BEST BUY CO., INC.

C/O Mass & Associates, P.C., 3936 E. Ft. Lowell Ste 200, Tucson, AZ, 85712

Print Name _____

Address

Jennifer Pursley
Print Name of Representative

Print Name of Representative

Address _____
Signature _____

Signature

Date _____

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date _____ Signature of Debtor's Attorney _____

Print Name of Debtor's Attorney _____

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.*

C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

B240B (Form B240B) (12/09)

UNITED STATES BANKRUPTCY COURT

Northern District of Georgia

In re Josephine Holland,
Debtor

Case No. 13-60983

Chapter 7

MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of Reaffirmation Agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (check all applicable boxes):

☐ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income, as explained in Part II of Form B240A, Reaffirmation Documents)

Signed: Josephine Holland
(Debtor)

(Joint Debtor, if any)

Date: _____

B240C (Form B240C) (12/09)

United States Bankruptcy Court

Northern District of Georgia

In re Josephine Holland
Debtor

Case No. 13-60983
Chapter 7

ORDER ON REAFFIRMATION AGREEMENT

The debtor(s) _____ has (have) filed a motion for approval of the reaffirmation agreement dated _____ made between the debtor(s) and creditor _____. The court held the hearing required by 11 U.S.C. § 524(d) on notice to the debtor(s) and the creditor on _____ (date).

- COURT ORDER:
- ☐ The court grants the debtor's motion under 11 U.S.C. § 524(c)(6)(A) and approves the reaffirmation agreement described above as not imposing an undue hardship on the debtor(s) or a dependent of the debtor(s) and as being in the best interest of the debtor(s).
 - ☐ The court grants the debtor's motion under 11 U.S.C. § 524(k)(8) and approves the reaffirmation agreement described above.
 - ☐ The court does not disapprove the reaffirmation agreement under 11 U.S.C. § 524(m).
 - ☐ The court disapproves the reaffirmation agreement under 11 U.S.C. § 524(m).
 - ☐ The court does not approve the reaffirmation agreement.

BY THE COURT

Date: _____

United States Bankruptcy Judge

BEST BUY
00011593
ACWORTH, GA 30101
Store Phone Number 678 574 4715

SALE

Order: Date: 09/11/11 Term ID: 060 Cashier#: 00662569
06:29 PM

Product Code	Description	Quantity	Amount
2120201	TC-P50S30 50" PDP 1080P 600H	1	734.99
2025164	FULL HD 3D BLU- RAY DISC PLAY	1	65.00
5426693	REWARD ZONE CARD	1	0.00
Subtotal			799.99
Tax			48.00
Total			847.99

Acct#: 6407
Payment Type: BBY CARD/HSBC
Amount: 847.99
Card Type: PL2
Tran#: 11598945
Auth#: 007418
Auth-CD: ELEC
Manual Tran Ind:
Signature:



KEEP YOUR RECEIPT!
I HAVE READ AND AGREE TO ALL
RETURN AND REFUND POLICIES
PRINTED ON THE BACK OF THIS
RECEIPT AND POSTED IN THE
STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
SHOWN ABOVE.
BESTBUY.COM RETURN AND EXCHANGE
INFORMATION AND PRICE MATCH POLICY
MAY VARY SLIGHTLY FROM IN-STORE POLICY.
PLEASE LOG ONTO WWW.BESTBUY.COM
FOR COMPLETE DETAILS
>>>>>> ELECTRONIC COPY <<<<<<<

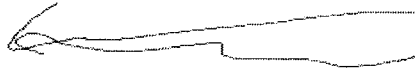
BEST BUY
00011593
ACWORTH, GA 30101
Store Phone Number 678 574 4715

SALE

Order: Date: 06/02/12 Term ID: 064 Cashier#: 00973269
07:02 PM

Product Code	Description	Quantity	Amount
5359476	ASUS/TF300TB1/32 GB/BLUE/WIFI	1	399.99
5426639	REWARD ZONE CARD	1	0.00
Subtotal			399.99
Tax			24.00
Total			423.99

Acct#: 6407
Payment Type: BBY CARD/HSBC
Amount: 423.99
Card Type: PL2
Tran#: 11596546
Auth#: 034745
Auth-CD: ELEC
Manual Tran Ind:
Signature:



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BEST BUY
00005017
KENNESAW , GA 30144
Store Phone Number 770 424 7868

SALE

Order: Date: 02/04/13 Term ID: 064 Cashier#: 00733272
04:47 PM

Product Code	Description	Quantity	Amount
7098526	C710-2847- 11.8"/CELERON/2G B/	1	199.00
5426693	REWARD ZONE CARD	1	0.00
Subtotal			199.00
Tax			11.94
Total			210.94

Acct#: 6407
Payment Type: BBY CARD/HSBC
Amount: 210.94
Card Type: PL2
Tran#: 05019717
Auth#: 019294
Auth-CD: ELEC
Manual Tran Ind:
Signature:

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English

90 days or 6 months no interest, with payment: Minimum Monthly Payments required. Interest will be charged to your account from the date of purchase if plan balance is not paid in full within 90 days for the 90-day plan or 6 months for the 6-month plan or if minimum monthly payments are not made. **48 months low payments:** Valid for purchases \$299 and up. 11.9% fixed APR and payments of 2.53% of the advertised purchase amount plus any late fees and financing fees (or any other charges) for 48 months if your Account is current. **Financing Info:** Subject to credit review on the first day consumer credit card by HSBC Bank Nevada, N.A.

IMPORTANT INFORMATION:
ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you:

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**HSBC Bank Nevada, N.A.
Privacy Statement**

Our Commitment to You

HSBC Bank Nevada, N.A. ("HSBC"), is proud to be part of a financial services organization that has been providing superior products and services to its customers for more than a century. We greatly appreciate the trust that you and millions of other customers have placed in us, and we protect that trust by respecting your privacy even if our relationship with you ends.

This Privacy Statement illustrates our commitment to your privacy and explains our privacy practices so you can make an informed decision about when you allow us to share your information with us in order to offer you additional products and services. Although most customers enjoy receiving offers and information about additional products and services, if you prefer that we don't share your information for marketing purposes we will respect your choice.

Types of Information We Collect

It is important for you to know that in order to ensure that our customers get the very best service and the highest quality products, HSBC collects demographic information (such as your name and address) and credit information (such as information related to your accounts with us and others). This information comes either directly from you, for instance, from your application and attachments on your account; or it may come from an outside source such as your credit bureau report. In addition, if you visit our Internet website, we may collect certain information about your Internet usage. Gathering this information helps us to identify our customers and manage our customer relationships. It also assists us in the development of products and services to meet the continuing needs of our customers.

We Respect Your Privacy

Since some of the information we gather is not publicly available, we take great care to ensure that this information is kept safe from unauthorized access. HSBC diligently maintains physical, electronic and procedural safeguards that comply with applicable federal standards to protect your non-public personal information and to assist us in preventing unauthorized access to that information.

0222-R048 Rev. 02-07-04 (1-06)

TERMS AND CONDITIONS / TERMINOS Y CONDICIONES

English

How We Share Information with Our Affiliates*

From time to time, for general business purposes such as fraud control, or when we think it may benefit you, we share certain information with other companies within our corporate family (i.e., Affiliates). These companies all provide financial services such as banking, consumer finance, insurance, mortgage, and brokerage services. Some examples include companies doing business under the name of C. Bankfield, or HSBC. We may also share certain information with non-financial service providers that become our Affiliates in the future (such as travel, auto and shipping stores). The information we share might come from your application, such as your name, address, telephone number, social security number, and e-mail address. Also, the information we share could include your transactions with us or our Affiliates (such as your account balance, payment history, and entries to the transaction), your internet usage, or credit card usage. Except for Vermont residents, the information we share with our Affiliates may also include your assets, income or credit reports which we collect from the sources described above. With this information, our Affiliates can determine if the products they specialize in, such as mortgages, automobile loans and insurance, may be of benefit to you.

How We Share Information with Your Merchant/Dealer

We may share non-public personal information with the merchant or dealer in whose name your credit card is issued which the merchant or dealer may use to market you for products and services unrelated to your account with us. The information we provide them may come from your application and might include your name, address, and telephone number. You may tell us not to share such information with the merchant or dealer for purposes unrelated to your account with us by calling the phone number listed below. For Vermont residents, Vermont law requires us to obtain your permission to share information about you in this way and we have chosen not to share your information in this way.

How We Share Information Outside the HSBC Family (Other than Your Merchant/Dealer)

Except for California and Vermont residents, we also may share information with companies outside our corporate family (i.e., non-Affiliates) that are able to extend special offers we feel might be of value to you. These companies may be financial services providers (such as mortgage lenders or insurance product providers) or they may be non-financial companies (such as retailers or marketing companies). These offers are typically for products and services that you might not otherwise hear about. The information we may provide them comes from the sources described above and might include your name, address and phone number. For California and Vermont residents, applicable law requires us to obtain your permission in order to share your information in this way, and we have chosen not to share your information in this way.

We may also provide information to non-Affiliates that perform operational services related to your account or marketing services for us. Sharing information with these types of companies is permitted by law. Such a company might include a financial company (such as a mortgage banker or insurance service provider) with whom we have a joint marketing agreement or a non-financial company (such as a data processor or internet service provider) with whom we have a service agreement. The information we may share also comes from the sources described above and might include your name, address, phone number and account experience with us.

Finally, we provide information about you to non-Affiliates such as credit factoring agencies and companies which provide services related to your account. This information sharing is also permitted by law.

2

Privacy and Security on the Internet

Our website offers you the opportunity to view your current account information and make payments online. In addition to providing general information about our company and products, you may view our Privacy Statement when you visit our website by clicking on the "Privacy Statement" link.

We reserve the right to change our privacy practices at any time in accordance with applicable law. Notice of such changes will be provided if required by applicable law.

How to Request That Your Information Not Be Shared

Information Sharing with Our Affiliates*

If you do not want us to share your credit information (such as your credit bureau information) with our Affiliates, please let us know by simply calling us at 1-800-366-3804. We will be happy to comply with your request. Your request will not apply to information about your transactions or experience with us (such as account information, account usage, or payment history) and will only apply to the private label accounts you have with HSBC Bank Nevada, N.A. Private label accounts are not general purpose accounts such as MasterCard® or Visa®, but are accounts that may be used only at the specific merchant or merchants named on the credit card or account. An opt-out request by any party on a joint account will apply to all parties on the joint account. Vermont residents are automatically opted out from credit information sharing with our Affiliates.

Information Sharing with Merchant/Dealer

If you do not want us to share your non-public personal information with the merchant/dealer (unless we are permitted or required by law to do so), you will also need to let us know by simply calling us at 1-800-366-3804 with your account number(s). We will be happy to comply with your request. Please understand that your request may exclude you from receiving valuable offers in the future. Your request to opt out will only apply to the HSBC Bank Nevada, N.A. private label account(s) that you designate in your request. An opt-out request by any party on a joint account will apply to all parties on the joint account. Opt-out requests will not apply to information sharing that is permitted by law. Vermont residents are automatically opted out from information sharing with the merchant/dealer that is not otherwise permitted or required by law.

Information Sharing with Non-Affiliates (Other than Your Merchant/Dealer)

If you do not want us to share your non-public personal information with non-Affiliates (unless we are permitted or required by law to do so), you will also need to let us know by simply calling us at 1-800-366-3804. We will be happy to comply with your request. Please understand that your request may exclude you from receiving valuable offers in the future. Your request to opt out will only apply to the HSBC Bank Nevada, N.A. private label account(s) that you designate in your request. An opt-out request by any party on a joint account will apply to all parties on the joint account. Opt-out requests will not apply to information sharing that is permitted by law. California and Vermont residents are automatically opted out from information sharing with non-Affiliates.

*Affiliates are companies that are related to us by common ownership or corporate control. Our Affiliates include W.F. Bankfield, HSBC American Finance Corporation, HSBC Insurance Services, and HSBC companies such as HSBC Bank USA, and HSBC Mortgage Corporation.

3

English

Truth in Lending Disclosure Chart For Best Buy Credit Card

Program A

Annual Percentage Rate (APR) for Purchases (based on your creditworthiness)	As of 1/1/08 the Standard Rate is 21.65% , which may vary.
Other APRs	Default Rate: 25.65% as of 1/1/08, which may vary. ¹
Variable-rate Information	Your APR may vary. The Standard Rate for purchases is determined monthly by adding 14.4% to the Prime Rate. The Default Rate is determined monthly by adding 16.4% to the Prime Rate. ²
Grace Period for Repayment of Balance for Purchases	No finance charges are assessed on new purchases if the balance is paid in full each month within 25 days after the billing date.
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Annual Fees	NONE
Minimum Finance Charge	\$2.00
Transaction Fee for Purchases	NONE
Late Payment Fee: \$10 for combined account balance of \$100 or less; \$29 for combined account balance from \$100.01 to \$500; \$39 for combined account balance of \$500.01 or more.	
Overlimit Fee: \$0	

¹ If you fail to make two consecutive Total Minimum Payments Due and are 30 days past due, you will no longer be eligible for the Standard Rate and all existing Promotional Credit Plans will terminate, and your entire Account balance will be subject to the Default Rate.

² **Program A:** Your APR may vary and is based on the highest of the U.S. Prime Rate(s) published in *The Wall Street Journal* "Money Rates Section" on the first or last day of the month that *The Wall Street Journal* is published, plus a "Spread" of 14.4 percentage points for the Standard Rate and a "Spread" of 16.4 percentage points for the Default Rate. Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month. The Standard Rate will never be less than 19.9%. The Default Rate will never be less than 23.9%.

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Truth in Lending Disclosure Chart For Best Buy Credit Card

Program B

Initial if approved for Program B.

Annual Percentage Rate (APR) for Purchases (based on your creditworthiness)	As of 1/1/08 the Standard Rate is 24.65% , which may vary.
Other APRs	Default Rate: 28.65% as of 1/1/08, which may vary. ¹
Variable-rate Information	Your APR may vary. The Standard Rate for purchases is determined monthly by adding 17.4% to the Prime Rate. The Default Rate is determined monthly by adding 21.4% to the Prime Rate. ²
Grace Period for Repayment of Balance for Purchases	No finance charges are assessed on new purchases if the balance is paid in full each month within 20 days after the billing date.
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Annual Fees	NONE
Minimum Finance Charge	\$2.00
Transaction Fee for Purchases	NONE
Late Payment Fee: \$35 for combined account balance of \$250 or less; \$39 for combined account balance of \$250.01 or more.	
Overlimit Fee: \$0	

¹ If you fail to make your Total Minimum Payment Due by your next statement date two or more times in 12 consecutive months, you will no longer be eligible for the Standard Rate and all existing Promotional Credit Plans will terminate, and your entire Account balance will be subject to the Default Rate.

² **Program B:** Your APR may vary and is based on the highest of the U.S. Prime Rate(s) published in *The Wall Street Journal* "Money Rates Section" on the first or last day of the month that *The Wall Street Journal* is published, plus a "Spread" of 17.4 percentage points for the Standard Rate and a "Spread" of 21.4 percentage points for the Default Rate. Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month. The Standard Rate will never be less than 23.15%. The Default Rate will never be less than 27.15%.

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NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement (including a Statutory Termination Marital Property Classification Agreement under Sec. 769.588 Wis. Stats., or a Statutory Termination Individual Property Classification Agreement under 769.579) adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that should they fail to follow the terms of their credit obligation, a negative report reflecting on their credit record may be transmitted to a credit reporting agency. If you are married, you may apply for credit in your own name.

NOTICE FOR FLORIDA RESIDENTS: You (borrower) agree that should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

NOTICE FOR MAINE RESIDENTS: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

NOTICE FOR NEW YORK RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. When you request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report. New York residents may consult the New York state banking department in obtaining a comprehensive listing of credit card rates, fees and prices (within New York State Banking Department: 1-800-622-3230).

NOTICE FOR OHIO RESIDENTS: The Ohio Law against discrimination requires that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR VERMONT RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

IMPORTANT TERMS OF BEST BUY CREDIT CARD

1. GENERAL: Each person signing and submitting, or electronically or telephonically submitting the application for a credit card account ("Account") as applicant or joint applicant agrees for an Account with HEBU Bank, Nevada, N.A., a national banking association, and requests one or more credit cards bearing the name or trademark of Best Buy to be used in connection with the Account. The word "Card" means any credit charge issued to you or an authorized user of your Account. In this Agreement, the words "you" and "your" refer to the applicant and joint applicant named on the credit card application and the words "we", "us" and "our" refer to HEBU Bank, Nevada, N.A., located at 1111 Town Center Drive, Las Vegas, Nevada 89144. If based on your credit history, we determine you do not qualify for Program A, you agree we may consider you for an account with the terms and conditions of Program B. If approved for Program B, you agree to its terms and conditions. If your application is approved, "applicant" will be referred to as "primary cardholder" and "joint applicant" will be referred to as "secondary cardholder" for purposes of this agreement. If we accept your application to open an Account, you agree that you will only purchase goods and services for personal, family and household purposes from merchants which honor the card.

2. FINANCE CHARGES: (a) Finance Charges, which are part of the interest on your Account, are calculated separately for each Predefined Credit Plan and each Regular Credit Plan (each a "Credit Plan"). Predefined Credit

English

Plans with different promotional due dates or terms are treated as different Credit Plans for this purpose. The total Finance Charge for the billing cycle is the sum of the Finance Charges for each Credit Plan, subject to the minimum Finance Charge under Section 5.

(b) Finance Charges are imposed on you (except from the transaction date until paid in full, except that no Finance Charge is imposed in a billing cycle on:

(i) a new purchase on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Prepayment Factor Credit Plan if the combined Previous Balance or Unpaid Credit Plan at the beginning of the cycle is zero or a credit balance, or is paid in full before the Payment Due Date first falls during the cycle;

(ii) any balance on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Prepayment Factor Credit Plan if the combined Previous Balance of those Credit Plans at the beginning of the cycle is zero or a credit balance, or is paid in full before the Payment Due Date first falls during the cycle;

(iii) a purchase on a Waived Finance Charge Credit Plan for the specified promotional period;

(iv) a purchase on a Same As Cash Credit Plan if the full cash sales price is paid in full before the promotion expiration date.

(c) If a Finance Charge is imposed on a Credit Plan other than a Same As Cash Credit Plan, the amount will be determined by multiplying the applicable Daily Periodic Rate times the Daily Balance for the Credit Plan for each day in the cycle, and adding the results of those calculations together.

(d) If a Finance Charge is imposed on a Same As Cash Credit Plan during a cycle, the amount will be the sum of the following daily Finance Charge calculations by the Credit Plan during the current cycle and during each of the prior billing cycles (each a "Prior Cycle") from the transaction date of the purchase through the current cycle: (i) the applicable Daily Periodic Rate for the Current Cycle times the Daily Balance for each day in the current cycle; and (ii) the applicable Daily Periodic Rate for each Prior Cycle times the Daily Balance of the Credit Plan for each day during each Prior Cycle.

(e) The "Daily Balance" of a Credit Plan is determined each day by taking the opening balance of the Credit Plan for that day, adding to any new purchases made on the Credit Plan that day, 2) the previous day's Finance Charge, 3) any credit insurance premiums or debt cancellation fees (if applicable) not included in the Daily Balance of that Credit Plan during the promotional period, 4) a purchase on a Credit Plan made after the beginning of a billing cycle, but the transaction occurred prior to the beginning of the billing cycle, the amount of the transaction plus related Finance Charges for each day from the transaction date until the first day of the billing cycle in which the transaction posts will be added to the Daily Balance of the Credit Plan for the first day of the billing cycle in which the transaction posts.

(f) For Program A: The Daily Periodic Rate which is used to determine your Finance Charges and the corresponding Annual Percentage Rate, will be variable rates which may change monthly. The Daily Periodic Rate will be equal to the highest of the rates of the Prime Rate (as published in the Wall Street Journal "Money Rates Section" on the first or last day of the month that *the Wall Street Journal* is published), plus a "Spread" of 14.4 percentage points for the Standard Rate and a "Spread" of 18.4 percentage points for the Default Rate. Any changes in the Prime Rate will have effect on the first day of your billing cycle beginning in the next month.

The minimum rate of Finance Charge for the Standard Rate is a Daily Periodic Rate of .05425% (corresponding 19.8% Annual Percentage Rate). The minimum rate of Finance Charge for the Default Rate is a Daily Periodic Rate of .06621% (corresponding 23.8% Annual Percentage Rate). For example, as of the billing cycle beginning January 1, 2009, the Finance Charge for the Standard Rate would have been a Daily Periodic Rate of .05352% (corresponding 19.65% Annual Percentage Rate) and the Finance Charge for the Default Rate would have been a Daily Periodic Rate of .07027% (corresponding 25.55% Annual Percentage Rate). As increases in the Prime Rate will increase your applicable Daily Periodic Rate which may increase the Finance Charge and the Minimum Monthly Payment due on your Account. You are not eligible for the Standard Rate and you have failed to make two consecutive late Minimum Payments Due and are 30 days past due.

For Program B: The Daily Periodic Rate which is used to determine your Finance Charge and the corresponding Annual Percentage Rate, will be variable rates which may change monthly. The Daily Periodic Rate will be no more than one hundred and fifty (150) percent of the sum of the Prime Rate published in *The Wall Street Journal* "Money Rates Section" on the first or last day of the month that *The Wall Street Journal* is published, plus a "Spread" of 12.4 percentage points for the Standard Rate and a "Spread" of 21.4 percentage points for the Default Rate. Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month. The minimum rate of Finance Charge for the Standard Rate is a Daily Periodic Rate of .06342% corresponding 23.15% Annual Percentage Rate. The minimum rate of Finance Charge for the Default Rate is a Daily Periodic Rate of .07438% corresponding 27.15% Annual Percentage Rate. For example, if at the billing cycle beginning January 1, 2008, the Finance Charge for the Standard Rate would have been a Daily Periodic Rate of .06733% (corresponding 24.65% Annual Percentage Rate) and the Finance Charge for the Default Rate would have been a Daily Periodic Rate of .07829% (corresponding 28.65% Annual Percentage Rate). An increase in the Prime Rate will increase your applicable Daily Periodic Rate which may increase the Finance Charge and the Minimum Monthly Payment due on your Account. You will qualify for the Standard Rate until you fail to make your Total Minimum Payment Due by your next statement date two or more times in 12 consecutive months.

3. MINIMUM FINANCE CHARGE: A minimum Finance Charge of \$2.00 will be assessed for each billing cycle in which a Finance Charge is payable.

4. FEES: We may impose on your Account the following fees, which will be added to your Account when assessed.

- a. **Late Payment Fee:** Program A: Your Late Payment Fee will be based on your combined account balance (plus any Delinquent Monthly Payment credit plan balances) at the time of your payment due date. If you fail to pay us the Total Minimum Payment Due in full by the Payment Due Date on your billing statement, you agree to pay a Late Payment Fee of \$10 for combined account balances of \$100 and below, \$20 for combined account balances of \$100.01 to \$500, and \$30 for combined account balances of \$500.01 and over. Program B: Your Late Payment Fee will be based on your combined account balance (plus any Delinquent Monthly Payment credit plan balances) at the time of your payment due date. If you fail to pay us the Total Minimum Payment Due in full by the Payment Due Date on your billing statement, you agree to pay a Late Payment Fee of \$15 for combined account balances of \$250 and below, and \$30 for combined account balances of \$250.01 and over.
- b. **Returned Check Fee:** Program A: You agree to pay \$25 each time any payment check on your Account is returned unpaid by your bank or other financial institution for any reason. Program B: You agree to pay \$35 each time any payment check on your Account is returned unpaid by your bank or other financial institution for any reason.
- c. **Document and Research Fees:** If you ask us to provide you with a copy of your sales slip, billing statement or other document (except in connection with a billing error claimed in accordance with "Your Billing Rights"), we may charge you the following fees: (i) billing statement: \$5 per statement; (ii) sales slip: \$15 per statement; (iii) Payment Instructions: \$5 per payment; and, (iv) Research fee: \$15 per hour. Payment History: You will be charged the applicable research fee in addition to the following: Identification fee: For requests involving delinquent activity within the last 12 months - \$7.50; activity within the last 12-49 months - \$11.25; and activity within the last 50-72 months - \$22.50. We reserve the right to change the Document and Research Fee Schedule from time to time. You may call Customer Service for a current fee schedule.
- d. **Reissued Card Fee:** You may be charged \$5 each time you request that your credit card be reissued.
- e. **Direct Check Fee:** In the event that you pay your account with a direct check, you agree to pay up to a \$15 fee for each direct check. We reserve the right to change this Direct Check Fee from time to time. You may call Customer Service for a current fee schedule.
- f. **Overnight Fee:** In the event you request your credit card, you will be charged an Overnight Fee of \$5.

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English

(g) **Collection Costs:** If, after you default, we refer your Account to an outside debt collection agency for collection, we may charge you our collection costs, including court costs and reasonable attorney's fees, when and as permitted by applicable law.

6. SECURITY: Except as indicated below, you grant us a purchase money security interest in the goods purchased with your Card and in all insurance contracts and all proceeds, returned conditions, replacement of goods and extended service contracts, and refunds of charges for unsatisfactory return and extended service contracts. Each good purchased on your Account will serve as the entire security for each good is sold in full for purposes of determining when goods are subject to a security interest. Payments received will be deposited to be applied first to any unpaid insurance premiums or other obligations (as applicable), Finance Charge and fees and then to pay for purchases on the Account in the order in which they were made. When sufficient payments are made to satisfy the portion of the Account balance attributable to the purchase of a particular good, we will release our purchase money security interest in that good. Goods covered by a security interest may be taken from you if you do not pay on time. We may require you to make them available at a convenient place of our choice. We have no security interest in goods when the original purchase price is less than \$250 if you buy in New York and in goods when the original purchase price is less than \$200 if you live in Maryland. If we repossess any goods purchased with your Card, we may charge you our repossession cost including, but not limited to, necessary travel, storage and other costs, when and as permitted by law.

6. ARBITRATION: Any claim, dispute, or controversy between you and us arising out of or under this Agreement, including claims, counterclaims, cross-claims and third party claims, arising from or relating to the Agreement or the relationship which result from this Agreement, and except as provided below, the validity, enforceability, or scope of this arbitration provision, any part thereof or the entire Agreement ("Claim"), shall be resolved, upon the election of you or us, by binding arbitration pursuant to the arbitration provision and the applicable rules of procedure of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following arbitration administrators: (i) the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF"); the arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. We agree not to waive our right to arbitrate an individual Claim you may bring in small claims court or an equivalent court, if any, as long as the Claim is pending only in that court. The rules and hours of the AAA and the NAF may be obtained by writing to these organizations at the addresses listed below. Our ask for service of process under this provision is HSBC Bank Nevada, N.A., P.O. Box 279, Mount Pleasant, IL 60056.

Any participating arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or at such other location as agreed by the parties. On any Claim you file, you will pay the first \$50 of the filing fee. At your request we will pay the remainder of the filing fee and any administrative or hearing fees charged by the Administrator on any Claim submitted by you in arbitration up to a maximum of \$1,500. If you are required to pay any additional fees to the Administrator, you will consider a request by you to pay all or part of the additional fees, however, we shall not be obligated to pay any additional fees unless the arbitrator grants you an award. If the arbitrator grants an award to your favor, we will reimburse you for any additional fees paid or owed by you to the Administrator up to the amount of the fees that would have been charged if the original Claim had been for the amount of the award awarded in your favor. The parties shall bear the expense of their respective attorney's fees, except as otherwise provided by law. If a claim gives you the right to recover any of these fees, or the fees paid to the Administrator, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. If the arbitrator issues an award in our favor you will be required to reimburse us for any fees we have previously paid to the Administrator or to which we are responsible.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and, if requested by either party,

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provide written reasons (findings of fact and conclusions of law) judgment upon the award may be entered in any court having jurisdiction. The arbitrator's award will be final and binding except for (a) any appeal right under the FAA, and (b) any appeal of a claim involving more than \$100,000. For each claim, any party may appeal the award to a three arbitrator panel appointed by the Administrator, which will consider *de novo* (i.e., in its entirety) any aspect or all aspects of the award and that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal costs (i.e., the arbitrator's costs to the Administrator and the arbitrators), regardless of its outcome. However, we will consider in good faith any reasonable request for us to bear up to the full costs of the appeal. This arbitration agreement shall survive termination of your Account as well as the payment of all amounts hereunder. If any portion of this arbitration agreement is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this arbitration agreement or the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the Administrator and this arbitration agreement, this arbitration agreement shall prevail. Notwithstanding any language in this arbitration provision to the contrary, no arbitration may be undertaken, without the consent of all parties to the arbitration, by any organization that has in place a formal or informal policy that is inconsistent with and purports to extend the terms of this arbitration provision, including the Class Action Waiver Provision defined below. No class actions or private attorney general actions in court or in arbitration or under or coordination of any claims in court or in arbitration with other persons, are permitted without the written consent of you and us. The validity and effect of the preceding sentence is deemed referred to as the "Class Action Waiver Provision" shall be determined exclusively by a court and not by the Administrator or any arbitrator. Neither the Administrator nor any arbitrator shall have the power or authority to waive, modify or fail to enforce the Class Action Waiver Provision, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.

You may contact within the arbitration rules or, or file a Claim with AAA or IAS, as follows:

American Arbitration Association 333 Madison Avenue New York, NY 10017 www.aaa.org	National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405 www.adforum.com
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As used in this arbitration provision, the terms "we", "us", and "our" shall mean HSBC Bank Nevada, N.A., its parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of their officers, directors, and employees.

7. MONITORING PRACTICES: You agree that our supervisory personnel may listen to and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and other customers.

The information about the costs of the Card described in this application and important terms of Best Buy Credit Card is accurate as of January, 2008. This information may have changed after that date. To find out what may have changed write to us at 1111 Town Center Drive, Las Vegas, Nevada 89144.

YOUR BILLING RIGHTS—KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write true to know as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

English

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any payment you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you must tell anyone we report up to that you have a question about your bill. And, you must tell the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$500 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50. These restrictions do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Account Shield Summary

ACCOUNT SHIELD SUMMARY

IMPORTANT INFORMATION: The Account Shield feature only applies to the primary cardholder (credit referred to as "you" and "your"). Your purchase of Account Shield is optional, and whether or not you enroll will not affect your application for credit or the terms of any existing agreement you have with HSBC Bank Nevada, N.A. (herein referred to as "we" or "us"). Account Shield is sold by us and its fees will be billed to your credit card account upon activation of your enrollment. You will receive your Contract Provisions which state the terms and conditions of Account Shield. Account Shield is a debt cancellation product and is not insurance. The Contract Provisions of Account Shield are an optional addendum to your Cardholder Agreement. This document is only a summary of the Account Shield feature. Please read Your Contract Provisions carefully for details of your protection. There are eligibility requirements, conditions and exclusions that could result in no benefits. You can find a complete explanation of the eligibility requirements, conditions and exclusions throughout Your Account Shield Contract Provisions.

Account Shield is unavailable in Mississippi, Guam, the Virgin Islands, and Canada.

PROPERTY DAMAGE OR LOSS: If there is damage or loss to merchandise purchased on your credit card account, Account Shield will cancel from your account an amount equal to the cost of replacing or repairing the merchandise up to the balance existing as at the date of the Occurrence Event, not to exceed \$10,000.

TOTAL DISABILITY: Following 90 consecutive days of Total Disability, You are eligible for a cancellation of part of Your account's balance. Account Shield will cancel an amount equal to 10% of Your account's balance on the date You receive total disability, up to \$1,000 for each month that You remain totally disabled, not to exceed \$10,000. You must have been employed full time (but not self-employed or working for a spouse or any other individual living with You on whom You are financially dependent for support and maintenance, or employed on a part-time basis and working 30 hours or more per week at a single job on the date Total Disability begins. If Total Disability exists within 180 days of the date You either (1) end Account Shield or (2) make a purchase or advance on Your account and Your Total Disability results from a preexisting medical condition as defined in the Contract Provisions, You may not receive a cancellation or refund for Total Disability.

INVOLUNTARY UNEMPLOYMENT: Following 90 consecutive days of involuntary unemployment, You are eligible for a cancellation of part of Your account's balance. Account Shield will cancel an amount equal to 10% of Your account's balance on the date You become involuntarily unemployed, up to \$1,000 for each month that You remain involuntarily unemployed. There is a maximum number of 6 consecutive monthly cancellations. You must have been employed full-time (but not self-employed or working for a spouse or any other individual living with You on whom You are financially dependent for support and maintenance, or employed on a part-time basis and working 30 hours or more per week at a single job on the date of involuntary unemployment) this exclusive loss of employment due to unrelated labor disputes, strikes, lock-outs and temporary lay-offs.

LOSS OF LIFE: If You die, Account Shield will cancel the balance on Your account on the date of death, up to \$10,000. This is not a Qualifying Event.

TERMINATION / REINSTATEMENT: You may terminate Your Account Shield feature at any time. If You choose to terminate Your Account Shield feature within 60 days of enrollment, We will credit Your account for any fees that You have been charged for Account Shield during this period. We may terminate Your Account Shield feature, for any reason, by giving You written notice of least 30 days in advance of termination. We will automatically terminate Your Account Shield feature on the first date We become aware of a misrepresentation of information by You. If Your account becomes 3 billing cycles past due, Your participation in Account Shield will be suspended. Your participation will be reinstated effective when Your account again becomes less than 3 billing cycles past due. You will not be protected for any Qualifying Event that begins or occurs during the time that Your participation in Account Shield is suspended.

COST: The monthly charge rate for the Account Shield feature is \$0.50 per \$100 of Your average daily balance each month (including any deferred balance). We reserve the right to increase the rate in which case You will be notified in writing at least 30 days in advance of the increase.

ADDITIONAL IMPORTANT INFORMATION:

- We reserve the right to modify the Contract Provisions, but if the modification is not favorable to You or if there is an additional charge, We will first provide You with notice of the proposed change and an opportunity to terminate this program without penalty before the change takes effect.
- Account Shield is only offered as a package and its components are not available separately.
- You may be subject to federal, state and local laws on the content of Your credit card balance. Please consult Your tax advisor for guidance on the tax implications of use of Account Shield.
- During the qualification period and the time it takes to process Your cancellation, Your account balance is not suspended or canceled. You remain responsible for finance charges and minimum payment requirements on Your account until the balance is paid off or a cancellation takes place. Once Your cancellation is processed (except for cancellation due to Property Damage or Loss), Your account will not accept any authorizations for purchases, cash advances, or any other transactions. Your account will remain inactive until Your benefit period ends.

English

- There is no limit on the overall number of Account Shield cancellations You may have. However, there is a limit on consecutive monthly cancellations for involuntary unemployment as described above. To be eligible for subsequent Account Shield cancellations, You must first be actively working continuously full time for at least 180 days and meet all contractual qualifications prior to each Qualifying Event.

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BEST BUY® REWARD ZONE™ TERMS & CONDITIONS

Membership

Reward Zone® program Membership ("Membership") is open to U.S. residents (excluding U.S. territories) of at least 18 years of age. By joining the program, you represent that you are at least 18 years of age or over and by using this program, you agree to the terms and conditions of the program. Your Membership is non-transferable and is subject to general and future program rules. Your Membership is valid only at participating Best Buy U.S. retail store locations and at BestBuy.com®. Enrollment begins upon activation in store, on the day of enrollment. If you make no eligible purchases during a calendar year (January 1 - December 31), your Membership will automatically expire on the last day of that calendar year. Employees of Best Buy Stores L.P. ("Best Buy"), its affiliates and subsidiaries, and others who are eligible for employee-based discounts, or members of any corporate or industrial account of Best Buy are not eligible for Membership in the Reward Zone program.

Earn Points

As a member of the Reward Zone program, earn 1 point ("Point") for nearly every \$1 you spend on almost any purchase from "Non-Qualifying Items" below when you show your Membership Card ("Membership Card") at the time of purchase in store, or when you enter your Membership number online for BestBuy.com purchases. Points will post to your account approximately 30 days from in-store purchase, date of delivery or date of shipment. No adjustments to your account ("Account") will be made after the actual purchase date. Earn additional Points through special offers and promotions. Points calculations are based upon dollars spent at checkout on eligible purchases less any amount spent on "Non-Qualifying Items" (see "Non-Qualifying Items" below). When Points are returned to the store or by mail, Points will be deducted from your Reward Zone program Account for that purchase/return. Points apply only to the first Membership Card scanned in connection with any purchase. Membership Cards, Points, and Reward Certificates ("Certificates") have no cash value. Membership Cards and Points are non-transferable. Lost or stolen Membership Cards will not be replaced. Best Buy is not responsible for communications, including Certificates, lost due to change of address or other contact information. Other restrictions or exclusions may apply.

Get Rewards

For every 250 points you earn in the Reward Zone program, you will be eligible to receive Certificates redeemable for a \$5 discount off your future purchase of any eligible products or services at participating Best Buy retail store locations. Certificates are not redeemable toward online purchases. 250 points are automatically deducted from your account for every \$5 in Certificates value issued to you. Check MyRewards.com for the details on choices you have about how Certificates are issued to you. Certificates will be issued by mail or electronically at MyRewards.com approximately 6-8 weeks after reaching the issuance level you choose. Certificates are redeemable for discounts off future in-store purchases and may only be redeemed for a discount off purchases amounting to or greater than the amount of the sum of the Certificates presented for redemption at Best Buy retail stores, including tax. Certificates may be used in conjunction with most other discounts or offers toward the purchase of products not to exceed purchase amount. Users noted otherwise on the Certificate, such as Certificates will expire if not redeemed within 180 days from the date of issuance. Certificates have no cash value and no change will be given for

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Certificate redemption. Certificates may only be used once. You may be notified of additional eligible products and services. Lost, stolen or expired Certificates will not be replaced. Other restrictions or exclusions may apply. Best Buy is not responsible for communications, including Certificates, that due to change of address or changes in other contact information.

Non-Qualifying Items

Best Buy Reward Zone program points will not be earned for the following: alcohol, tobacco and the value of mail-in rebates on purchases; Best Buy Gift Card purchases; purchases paid by reward Certificates; sales tax, state fees, shipping charges, delivery charges, restocking fees, other excluded charges, and certain items that are excluded in particular promotions. Other exclusions may apply.

Reward Zone program Certificates may not be redeemed for discounts off the following items: prior purchases, purchase of Gift Cards, as payment on any Best Buy credit card, for tax or state fees. Other exclusions may apply.

Membership Cancellation, Modification, Expiration and Termination

You may cancel your Membership at any time by notifying Member Services by mail, e-mail or telephone. Cancellation may take from 6 to 8 weeks to finalize.

Best Buy may at any time terminate or modify the Reward Zone program and program rules without any further obligations to members.

If you make no eligible purchases using your Reward Zone program Membership number during a calendar year, your Membership will automatically expire on the last day of that calendar year.

If your Membership is cancelled or expires, Certificates will be issued for accrued points that remain in use account. Regardless of the Certificate limit that you may have chosen to have Certificates issued, Certificates will be issued for any \$5 Certificate amount that has been earned. Any points that remain in your account that are insufficient to qualify you for a \$5 Certificate will be forfeited. Point Cancellation will not be issued.

Best Buy reserves the right to terminate your membership, in its sole discretion.

Member Communications

You may view your account activity online at MyRewardZone.com. For information about your account, contact Member Services with your Member ID. You can contact us by mail at: Best Buy Reward Zone program, P.O. Box 9312, Minneapolis, MN 55440-9312.

By e-mail, contact us at rewardzone@bestbuy.com.

By phone, call toll free: 1-888-BEST-BUY (1-888-237-8200) and select Reward Zone program option.

General Program Information

The Reward Zone program is brought to you by Best Buy Stores L.P. ("Best Buy"). By becoming a member of the Reward Zone program, you agree to receive advertising, marketing materials and other communications from Best Buy, BEST BUY, the BEST BUY logo, the tag design, the Reward Zone program and other logos and designs into the intellectual property of Best Buy Enterprise Services Inc., licensed to Best Buy Stores L.P., and others under certain conditions. Membership rules are valid where and to the extent prohibited by law. Taxes may apply where required by law.

Privacy Policy

The information you provide as a Member of the Reward Zone program will be handled according to Best Buy's Privacy Policy. If you are interested in learning more about Best Buy's privacy practices, please contact Best Buy at 1-888-BEST-BUY (1-888-237-8200) or visit BestBuy.com.

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